Michael J. Vorkapic, Inc.; Michael J. Vorkapic, a sole proprietor, d/b/a Michael J. Vorkapic, Inc., and J–A–M Masonry, Inc., alter egos and/or a Single Integrated Enterprise *and* Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL–CIO and Production Workers Union of Chicago and Vicinity, Local 707, an affiliate of the National Production Workers Union, Party in Interest. Case 13–CA–39163

July 19, 2002

DECISION AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS LIEBMAN AND BARTLETT

This case is before the Board on the General Counsel's Motion for Summary Judgment. The General Counsel alleges that all three Respondents failed to timely answer the complaint.[1] The Respondents admit that they failed to file timely answers, but assert good cause for the failure to do so. The issue before the Board, therefore, is whether the reasons proffered by the Respondents for the failure to file timely answers constitute good cause. We find, for the reasons set forth below, that good cause has not been shown, and we grant the General Counsel's Motion for Summary Judgment.

Ruling on Motion for Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. The complaint was served on the three Respondents on August 24, 2001, and therefore their answers were due no later than September 7, 2001.[2] Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Region, by letter dated October 19, notified the Respondents that they had failed to file answers within the time prescribed by the Board's Rule. The letter further advised the Respondents that, unless an answer was received by October 26, a Motion for Summary Judgment would be filed.

In his Motion for Summary Judgment, the General Counsel asserts that one Respondent (J-A-M Masonry, Inc.) filed an answer 4 days late on October 30, and that the other two Respondents (Michael J. Vorkapic, Inc.; Michael J. Vorkapic, a sole proprietor, d/b/a Michael J. Vorkapic, Inc.) did not file any answers whatsoever. In the absence of a showing of good cause for the failure to file timely answers, the General Counsel argues that his Motion for Summary Judgment should be granted.

In the response to the Notice to Show Cause, all three Respondents claim that they filed answers on October 30. In addition, the Respondents assert that until "just a couple of weeks" before the October 26 deadline, the Region retained their records, thus preventing them from properly and adequately answering the complaint. Finally, the Respondents contend that Michael J. Vorkapic's answer could not be finalized because he was incapacitated from October 26 through October 30 and hospitalized on October 29. Therefore, the Respondents argue that the General Counsel's motion should be denied.

For the purposes of our decision, we will accept as true the assertion in the response to the Notice to Show Cause that each Respondent filed an answer on October 30, 4 days after the extended deadline of October 26.[3] For the reasons set forth below, we find that the Respondents have failed to establish good cause for the failure to file timely answers.

The Respondents argue that employer documents retained by the Region prevented them from filing timely answers to the complaint. The Respondents admit, however, that the documents in the Region's possession were released at least "a couple of weeks" before the October 26 deadline. The Respondents have failed to explain why they could not have prepared and filed answers during that "couple of weeks" period. Further, the Respondents failed to contact the Regional Office to request an extension of the October 26 deadline on the ground that additional time was needed to review the recently released documents.[4] Thus, we reject the Respondents'

[1] The chronology of events preceding this Decision and Order are as follows: A charge and amended charge were filed by Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO (District Council), on February 20, 2001, and March 8, 2001, respectively. The Regional Director for Region 13 of the National Labor Relations Board issued a complaint on August 24, 2001, against the Respondents alleging that they had violated Sec. 8(a)(1), (2), (3), and (5) of the National Labor Relations Act. Although properly served copies of the charge, amended charge, and complaint, the Respondents failed to file timely answers. On October 31, 2001, the General Counsel filed a Motion for Summary Judgment with the Board. On November 2, 2001, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On November 14, 2001, the District Council filed a brief in support of the General Counsel's motion. On November 16, 2001, the Respondents filed a response to the Notice to Show Cause opposing the General Counsel's motion.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

[2] All dates refer to 2001 unless otherwise indicated.

[3] No party has submitted copies of any answers for the record.

[4] The Board has stated that a party's "failure to promptly request an extension of time to file an answer is a factor demonstrating lack of good cause." *Dong-A Daily North America*, 332 NLRB No. 8, slip op. at 2 (2000) (citing *Day & Zimmerman Services*, 325 NLRB 1046, 1047 (1998)).

argument that the Region's retention of documents constitutes good cause for the failure to file a timely answer.

The Respondents also argue that Michael J. Vorkapic's incapacitation and illness prevented the finalizing of his answer to the complaint. We find that these reasons do not constitute good cause.[5] The Respondents fail to explain how Vorkapic's incapacitation and hospitalization, which occurred on October 26 and thereafter, prevented them from completing an answer or from requesting that the filing deadline be extended. The Respondents make no assertion that they attempted to contact the Regional Office any time on or prior to the October 26 deadline to request an extension of time to file an answer.

Thus, in the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Michael J. Vorkapic, Inc. (Vorkapic, Inc.), with an office and place of business in Geneva, Illinois (Vorkapic's facility), has been engaged in the business of bricklaying in the construction industry. During the 12 months preceding the issuance of the complaint, Vorkapic, Inc., in conducting its business operations, purchased and received at its facility and worksites in the State of Illinois goods valued in excess of $50,000 from other enterprises located within the State of Illinois, each of which other enterprises had received these goods directly from points outside the State of Illinois. We find that Vorkapic, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Since about late 1999, Michael J. Vorkapic, a sole proprietorship (MJV), has been doing business as Michael J. Vorkapic, Inc. During the 12 months preceding the issuance of the complaint, MJV, in conducting its business operations described above, purchased and received at its worksites goods valued in excess of $50,000 from other enterprises located within the State of Illinois, each of which other enterprises had received these goods directly from points outside the State of Illinois. We find that MJV is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, J-A-M Masonry, Inc. (J-A-M), a corporation, with an office and place of business in Aurora (J-A-M's facility), has been engaged in the business of bricklaying in the construction industry. Based on its operations since about February 1, at which time J-A-M commenced its operations, J-A-M, in conducting its business operations described above, will annually purchase and receive at its worksites goods valued in excess of $50,000 from other enterprises located within the State of Illinois, each of which other enterprises had received these goods directly from points outside the State of Illinois. We find that J-A-M is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, Vorkapic, Inc., MJV, and J-A-M have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; and have held themselves out to the public as a single-integrated business enterprise. Based on its operations described above, we find that Vorkapic, Inc., MJV and J-A-M (collectively the Respondent) constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

About late 1999, on a date unknown to the General Counsel but particularly within the knowledge of the Respondent, Vorkapic, Inc., was involuntarily dissolved by the State of Illinois. Since about late 1999, on a date unknown to the General Counsel but within the knowledge of the Respondent, the Respondent established MJV as a disguised continuation of Vorkapic, Inc. Based on the conduct described above, we find that MJV and Vorkapic, Inc., are, and have been at all material times, alter egos within the meaning of the Act.

About February 1, the Respondent established J-A-M as a disguised continuation of Vorkapic, Inc. and/or MJV. Based on the conduct described above, we find that J-A-M, MJV, and Vorkapic, Inc. are, and have been at all material times, alter egos within the meaning of the Act.

At all material times, District Council has been a labor organization within the meaning of Section 2(5) of the Act. At all material times, Production Workers Union of Chicago and Vicinity, Local 707, an affiliate of the National Production Workers Union (Local 707), has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and/or agents of the Respondent within the meaning of Section 2(13) of the Act:

[5] See *Day & Zimmerman*, supra, 325 NLRB 1046, 1047 (stating that the critical, near-fatal illness and 4-month hospitalization of father of respondent's consultant, and consultant's subsequent erratic schedule, do not constitute good cause for failure to file a timely answer to complaints); *U.S. Telefactors Corp.*, 293 NLRB 567 (1989) (attorney's illness and unusually heavy workload do not constitute good cause); *Ancorp National Service*, 202 NLRB 513, 514 (1973), enfd. mem. 502 F.2d 1159 (1st Cir. 1973) (absence of respondent's labor relations official due to illness does not constitute good cause); and *Carmody, Inc.*, 327 NLRB 1230 (1999) (illness and death of company officer's grandparents do not constitute good cause where company continued to function in that time period).

Michael J. Vorkapic	President, Owner and Sole Proprietor, Michael J. Vorkapic, Inc.; Estimator, J-A-M Masonry, Inc.
Efrain Perea	President, J-A-M Masonry, Inc.
James R. Sturgeon	Labor Consultant, Michael Vorkapic, Inc.; Labor Consultant, J-A-M Masonry, Inc.

At all material times, Anthony Monaco held the position of Local 707's president, and has been an agent of Local 707 within the meaning of Section 2(13) of the Act.

The following employees of Vorkapic, Inc. (the unit), constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> [A]ll Bricklayers, Stone Masons and Apprentices employed by the Employer for work performed within the Counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, Lake and Will, Illinois, but excluding all professional employees, managerial employees, guards and supervisors as defined in the Act.

About May 15, 1995, Vorkapic, Inc. and about May 31, 2000, Vorkapic, Inc. and/or MJV entered into a memorandum of understanding whereby it agreed to be bound by the terms of the collective-bargaining agreement between the District Council and Mason Contractors Association of Greater Chicago, Builders Association of Greater Chicago, Fox Valley Mason Contractors Association, Lake County Contractors Association, South DuPage Mason Contractors Association, Fox Valley General Contractors Association and Contractors Association of Will and Grundy Counties effective June 1, 2000, and agreed to be bound by such future agreements unless timely notice was given.

The Respondent, an employer engaged in the building and construction industry, granted recognition to the District Council as the exclusive collective-bargaining representative of the unit without regard to whether the majority status of the District Council had ever been established under the provisions of Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period June 1, 2000, to May 31, 2004. For the period from May 15, 1995, to May 31, 2004, based on Section 9(a) of the Act, the District Council has been the limited exclusive collective-bargaining representative of the unit.

About mid-December, 2000, Vorkapic, Inc. and/or MJV, by Michael J. Vorkapic, rendered assistance and support to Local 707 by soliciting employees to sign Local 707 authorization cards and threatening employees with loss of employment or termination if they did not join Local 707. About January, Vorkapic, Inc. and/or MJV, by Michael J. Vorkapic, rendered assistance and support to Local 707 by soliciting employees to withdraw from the District Council and join Local 707. About January, Vorkapic, Inc. and/or MJV, by Michael J. Vorkapic, at Respondent's job site rendered assistance and support to Local 707 by soliciting employees to join Local 707. About January, Vorkapic, Inc. and/or MJV, by Michael J. Vorkapic, at Vorkapic's facility rendered assistance and support to Local 707 by soliciting employees to withdraw from the District Council and join Local 707. About February 7, J-A-M, by Efrain Perea, rendered assistance and support to Local 707 by granting it recognition as the exclusive collective-bargaining representative of the following unit of employees of J-A-M (the J-A-M unit) at a time when Respondent was obligated to recognize and bargain with the District Council, as the District Council is the exclusive collective-bargaining agent of the unit:

> All construction workers employed by J-A-M.

About March 1, J-A-M, by Efrain Perea, rendered assistance and support to Local 707 by entering into a collective-bargaining agreement providing for, inter alia, the payment of dues, and health and welfare benefit fund contributions on behalf of the employees in the J-A-M unit, at a time when Respondent was obligated to recognize and bargain with the District Council, as the District Council is the exclusive collective-bargaining agent of the unit. J-A-M engaged in the conduct described above even though Local 707 did not represent an uncoerced majority of the J-A-M unit.

About January, Vorkapic, Inc. and/or MJV, by Michael J. Vorkapic, instructed employees to withdraw from the District Council and accept Local 707 as their recognized collective-bargaining agent if they wished to continue their employment. About January to early February, by conduct described above, Vorkapic, Inc. and/or MJV caused the termination of its employees James O'Grady, Thomas Delaney, and Steven Novelli. The Respondent engaged in the conduct described above because the named employees of the Respondent refused to join Local 707 and refrained from engaging in protected concerted activities, and to discourage employees from refraining from these activities. The collective-bargaining agreement entered into about March between the Respondent and Local 707 contains the following conditions of employment:

> It shall be a condition of continued employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall, on either the 8th or the 31st day (whichever is permissible under law to the benefit of the Union) following the date on which this agreement is signed, become and remain

> members in good standing in the Union. It shall also be a condition of continued employment that all employees covered by this Agreement, hired after the date on which this Agreement is signed shall, on either the 8th or the 31st day (whichever is permissible under law to the benefit of the Union) following the beginning of such employment, become and remain members in good standing in the Union.

By engaging in the conduct described above, J-A-M has encouraged its employees to join Local 707.

About February 24, the District Council, by letter, requested that MJV and/or Vorkapic, Inc. furnish the District Council with the information contained in the letter. The information requested by the District Council is necessary for, and relevant to, the District Council's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about February 24, MJV and/or Vorkapic, Inc., has failed and refused to furnish the Union with the information requested by it as described above.

Since about February 1, Respondent has withdrawn its recognition of the District Council as the exclusive collective-bargaining representative of the Respondent's employees in the unit. Since around February 1, the Respondent has failed and refused to adhere to the terms and conditions of the Memorandum of Understanding described above, and has made unilateral changes to the terms and conditions of employment, including, but not limited to, changing the benefit fund contributions and wages paid to unit employees. The subjects set forth above relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in the conduct described above without the District Council's consent. Based on this conduct, commencing about February 1, and continuing to date, the Respondent has refused to abide by and has repudiated the collective-bargaining agreement described above.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 of the Act, has rendered assistance and support to a labor organization, has discriminated against employees in regard to the terms or conditions of employment of its employees because they engaged in protected concerted activities, and has failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1), (2), (3), and (5) of the Act. These unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Specifically, having found that the Respondent rendered unlawful assistance and support to Local 707, we shall order the Respondent to cease and desist from such unlawful activity. We shall order the Respondent to withdraw recognition from Local 707 as the representative of the J-A-M unit, and to cease giving effect to the collective-bargaining agreement it entered into with Local 707 about March 1, 2001. We shall also order the Respondent to reimburse unit employees for all dues and fees paid by employees to Local 707, with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

Having found that the Respondent violated Section 8(a)(5) and (1) of the Act, we shall order the Respondent to recognize the District Council as the exclusive representative of its unit employees, and to abide by and give full force and effect to its collective-bargaining agreement with the District Council. We shall also order the Respondent to cease and desist from unilaterally changing the terms and conditions of employment as contained in the collective-bargaining agreement with the District Council and, upon request, to bargain collectively and in good faith with the District Council as the employees' exclusive representative.

Further, having found that the Respondent has failed and refused since February 1, to apply the terms and conditions of the collective-bargaining agreement with the District Council, the Respondent will be required to make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of the Respondent's failure to comply with the agreement since February 1, in the manner set forth in *Ogle Protection Service*, 183 NLRB 682, 683 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, supra. In the event that the agreement provides for contributions to pension and benefit funds, we shall order the Respondent to make all contractually-required contributions to these funds that they have failed to make since February 1, including any additional amounts due to the funds on behalf of the unit employees in accordance with *Merryweather Optical Co.*, 240 NLRB 1213 (1979). Further, the Respondent shall reimburse unit employees for any expenses ensuing from its failure to make the required contributions as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protec-*

tion Service, supra, with interest as prescribed in *New Horizons for the Retarded*, supra.[6]

Having found that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging employees James O'Grady, Thomas Delaney, and Steven Novelli, we shall order the Respondent to offer the discriminatees full reinstatement to their former jobs, or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, supra. The Respondent shall also be required to expunge from its files any and all references to the unlawful discharges, and to notify the discriminatees in writing that this has been done.

In addition, having found that the Respondent, since about February 24, has failed to provide information to the District Council that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union the information requested.

ORDER

The National Labor Relations Board orders that the Respondent, Michael J. Vorkapic, Inc.; Michael J. Vorkapic, a sole proprietor, d/b/a Michael J. Vorkapic, Inc.; and J-A-M Masonry, Inc., Alter Egos and/or a Single Integrated Enterprise, Geneva and Aurora, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Rendering unlawful assistance and support to Local 707 by soliciting employees to sign Local 707 authorization cards and threatening to discharge employees because they refused to join Local 707.

(b) Rendering unlawful assistance and support to Local 707 by soliciting employees to withdraw from the District Council and join Local 707.

(c) Granting Local 707 recognition as the exclusive bargaining representative of the J-A-M unit (all construction workers employed by J-A-M) until Local 707 has demonstrated its majority status pursuant to a Board-conducted election.

(d) Entering into and giving effect to a collective-bargaining agreement with Local 707 at a time when the Respondent is obligated to recognize and bargain with the District Council.

(e) Instructing employees to withdraw from the District Council and accept Local 707 as their collective-bargaining agent if they wished to continue their employment.

(f) Discharging employees because they refused to join Local 707 and refrained from engaging in protected concerted activities, and to discourage other employees from engaging in protected concerted activities.

(g) Encouraging employees to join Local 707 by entering into a collective-bargaining agreement containing a clause requiring employees, as a condition of continued employment, to become and remain members in good standing of Local 707.

(h) Failing and refusing to provide information requested by the District Council on February 24 which is necessary for, and relevant to, the District Council's performance of its function as the exclusive representative of the unit.

(i) Failing and refusing to bargain collectively and in good faith with the District Council.

(j) Withdrawing recognition from the District Council as exclusive bargaining representative of the unit.

(k) Failing and refusing since February 1, to apply the terms and conditions of the collective-bargaining agreement entered into with the District Council to the following unit employees:

> [A]ll Bricklayers, Stone Masons and Apprentices employed by the Respondent for work performed within the Counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, Lake and Will, Illinois, but excluding all professional employees, managerial employees, guards and supervisors as defined in the Act.

(l) Unilaterally changing the terms and conditions of employment as contained in the collective-bargaining agreement entered into with the District Council.

(m) Refusing to abide by and repudiating the collective-bargaining agreement entered into with the District Council.

(n) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer James O'Grady, Thomas Delaney, and Steven Novelli full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make James O'Grady, Thomas Delaney, and Steven Novelli whole for any loss of earnings and other benefits resulting from their unlawful discharges, in the manner set forth in the remedy section of the decision.

(c) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharges of James O'Grady, Thomas Delaney and Steven Novelli, and within 3 days thereafter, notify them in writ-

[6] To the extent that an employee has made personal contributions to a fund that are accepted by the fund in lieu of the employer's delinquent contributions during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

ing that this has been done and that their unlawful discharges will not be used against them in any way.

(d) Make whole all unit employees for any loss of earnings and other benefits resulting from the Respondent's refusal to comply with the terms of the collective-bargaining agreement with the District Council, in the manner set forth in the remedy section of this decision.

(e) Make all fund payments required by the collective-bargaining agreement with the District Council that have not been made since February 1, 2001, and reimburse unit employees for any expenses ensuing from its failure to make the required payments, in the manner set forth in the remedy section of this decision.

(f) Furnish the District Council the information requested in its letter dated February 24.

(g) On request, recognize and bargain with the District Council as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> [A]ll Bricklayers, Stone Masons and Apprentices employed by the Respondent for work performed within the Counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, Lake and Will, Illinois, but excluding all professional employees, managerial employees, guards and supervisors as defined in the Act.

(h) Give full force and effect to all terms and conditions of employment contained in the collective-bargaining agreement with the District Council.

(i) Withdraw recognition from Local 707 as the exclusive representative of the J-A-M unit, until that union has demonstrated its majority status pursuant to a Board-conducted election, and cease giving effect to the collective-bargaining agreement entered into with Local 707.

(j) Reimburse unit employees for all dues and fees paid by employees to Local 707, in the manner set forth in the remedy section of this decision.

(k) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(l) Within 14 days after service by the Region, post at its facilities in Geneva, Illinois, and Aurora, Illinois, copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed its facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since mid-December, 2000.

(m) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 19, 2002

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Peter J. Hurtgen, Chairman

_____
Wilma B. Liebman, Member

_____
Michael J. Bartlett, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT render unlawful assistance and support to Production Workers Union of Chicago and Vicinity, Local 707, an Affiliate of the National Production Workers Union (Local 707) by soliciting you to sign Local 707

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

authorization cards and threatening to discharge you for refusing to join Local 707.

WE WILL NOT render unlawful assistance and support to Local 707 by soliciting you to withdraw from Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL–CIO (District Council 1) and join Local 707.

WE WILL NOT grant recognition to Local 707 as the exclusive bargaining representative of the J-A-M unit (all construction workers employed by J-A-M), until Local 707 has demonstrated its majority status pursuant to a Board-conducted election.

WE WILL NOT enter into and give effect to a collective-bargaining agreement with Local 707 at a time when we are obligated to recognize and bargain with District Council 1.

WE WILL NOT instruct you to withdraw from the District Council and accept Local 707 as your collective-bargaining agent if you wish to continue your employment.

WE WILL NOT discharge you because you refuse to join Local 707 and refrain from engaging in protected concerted activities, and to discourage other employees from engaging in protected concerted activities.

WE WILL NOT encourage you to join Local 707 by entering into a collective-bargaining agreement containing a clause requiring you, as a condition of continued employment, to become and remain members in good standing of Local 707.

WE WILL NOT fail and refuse to provide information requested by District Council 1 on February 24, 2001, which is necessary for, and relevant to, District Council 1's performance of its function as the exclusive representative of the unit.

WE WILL NOT fail and refuse to bargain collectively and in good faith with District Council 1.

WE WILL NOT withdraw recognition from District Council 1 as exclusive bargaining representative of the unit.

WE WILL NOT fail and refuse to apply the terms and conditions of the collective-bargaining agreement entered into with District Council 1 to the following unit of employees:

> [A]ll Bricklayers, Stone Masons and Apprentices employed by us for work performed within the Counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, Lake and Will, Illinois, but excluding all professional employees, managerial employees, guards and supervisors as defined in the Act.

WE WILL NOT unilaterally change the terms and conditions of employment as contained in the collective-bargaining agreement entered into with District Council 1.

WE WILL NOT refuse to abide by the collective-bargaining agreement entered into with District Council 1.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's Order, offer James O'Grady, Thomas Delaney, and Steven Novelli full reinstatement to their former jobs or, if their former jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make James O'Grady, Thomas Delaney, and Steven Novelli whole for any loss of earnings and other benefits resulting from their unlawful discharges, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges of James O'Grady, Thomas Delaney, and Steven Novelli, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that their unlawful discharges will not be used against them in any way.

WE WILL make whole all unit employees for any loss of earnings and other benefits resulting from our refusal to comply with the terms of the collective-bargaining agreement with District Council 1.

WE WILL make all fund payments required by the collective-bargaining agreement with District Council 1 that have not been made since February 1, 2001, and WE WILL reimburse unit employees for any expenses ensuing from our failure to make the required payments.

WE WILL furnish District Council 1 information requested in its letter dated February 21, 2001.

WE WILL, on request, recognize and bargain with District Council 1 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

> [A]ll Bricklayers, Stone Masons and Apprentices employed by us for work performed within the Counties of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, Lake and Will, Illinois, but excluding all professional employees, managerial employees, guards and supervisors as defined in the Act.

WE WILL give full force and effect to all terms and conditions of employment contained in the collective-bargaining agreement with District Council 1.

WE WILL withdraw recognition from Local 707 as the exclusive representative of the J-A-M unit, until that union has demonstrated its majority status pursuant to a Board-conducted election, and WE WILL cease giving effect to the collective-bargaining agreement entered into with Local 707.

WE WILL reimburse unit employees for all dues and fees paid by employees to Local 707, with interest.

MICHAEL J. VORKAPIC, INC. MICHAEL J. VORKAPIC, A SOLE PROPRIETOR J-A-M MASONRY, INC.